

PERMIT CENTER

2263 Santa Clara Avenue, Room 190 Alameda, CA 94501-4400 Phone 510-747-6800 Fax 510-747-6804

SPECIAL EVENT PERMIT COMPETITIVE EVENT

(ALLOW TEN WORKING DAYS TO PROCESS PERMIT)

Note: ALL RACES ARE PROHIBITED ON ALL PORTIONS OF ALAMEDA POINT PROPERTY

Attached is an application form for authorization to temporarily encroach into the Public Right-Of-Way for Competitive Races. Included with this application is a list of general conditions which may or may not apply to your activity. Please review these conditions along with the application and <u>answer all questions completely</u>. Please call 510-747-6800 if you have any questions. **Incomplete applications will NOT be accepted.**

- 1. Complete the attached Application form using blue or black ink only.
- 2. **Complete the attached Indemnity and Hold Harmless Agreement**. The City of Alameda must be indemnified against any and all property damage or bodily injury which may occur. The applicant assumes all responsibility.
- 3. Provide proof of insurance with general liability limits of \$2 million per occurrence with an insurance company having at least an "A" rating in the most recent edition of Bests Insurance Company Guide. Please see attached examples
- 4. **Notification of Event** with signatures, addresses and phone numbers of the residence and/or commercial properties that will be impacted by the event.
- 5. **Diagram Map of the Event** with Traffic Control and Reroute Plan if necessary.
- 6. Caltrans Permit Approval if the route for the Event encroaches upon portion of State Highway.
- 7. Application fee of \$304.93

8. No Parking Signs \$ 1.05 each

Unmetered Spaces: \$ 2.50 per day/per space **Metered Spaces:** \$ 4.50 per day/per space

Return your completed application along with the items listed above to the Permit Center, 2263 Santa Clara Avenue, Room 190, Alameda, CA 94501 (applications are accepted 8:00 a.m. to 4:00 p.m. on Monday-Tuesday-Wednesday & Friday, and 8:00 a.m. to 3:00 p.m. on Thursday).

A Permit Technician will accept all your material for submittal, collect the application fees and forward your application to the appropriate City departments for approval.

After all City departments have received and granted their approval, you will be contacted and asked to come back into our office to read and sign the "Special Event Conditions" form that is prepared for your Special Event.

REVISED: AUGUST 17,2004

CITY OF ALAMEDA REOUIREMENTS FOR COMPETITVE EVENTS

SPECIAL CONDITIONS

The conditions listed below are in addition to any other Special Event conditions that may be required by other City Departments.

- 1. The proposed race route shall be selected, inspected and approved by an independent expert knowledgeable in the route selection, operational safety and set up for competitive events in an urban-suburban environment. The permit applicant shall provide written verification that the proposed race route has been inspected and approved by an independent expert with supporting documentation of the individual's expertise, experience and training.
- 2. A pre-race route inspection shall be done the day of the race for potential race safety hazards and debris, and not permit racing prior to hazards being removed or eliminated. The applicant shall identify by name the individuals responsible for pre-race route inspection. These individuals shall have training and experience in the identification of race safety hazards. A list of identified potential safety hazard and debris and how they were remedied will be submitted to the Permits Department within seven (7) days after the race event.
- 3. Without exception, all race participants must sign the City's Accident Waiver and Release of Liability (AWRL) prior to racing.
- 4. No racing shall be permitted more than thirty (30) minutes after sunset Pacific Daylight Time.
- 5. The applicant shall execute the City's "Indemnity and Hold Harmless Agreement".
- 6. The applicant shall provide proof of insurance with general liability limits of \$2 million per occurrence with an insurance company having at least an "A" rating in the most recent edition of Bests Insurance Company Guide. The "City of Alameda, its City Council, Boards and Commissions, Officers, Employees and Volunteers" shall be listed as additional named insured on the applicant's policy. The applicant shall submit the additional insured endorsement and certificate of liability insurance prior to permit approval.
- 7. This approval is for the race only. Temporary encroachment permits must be obtained for all portable toilets (which must remain locked when not in use) and any storage containers used for this event.
- 8. "No Parking" signs, if needed, must be posted at least forty-eight (48) hours prior to each scheduled event.
- 10. Applicant must notify all tenants, businesses and office in the immediate area of races of possible traffic delays between hours of race.
- 11. Parking will be enforced (no double-parking, blocking driveways, etc.). Participants must park in designated areas.
- All fire hydrants will be kept accessible for emergency use and shall not be locked, covered or obscured in any fashion.
- 13. A five-foot (5') wide isolation/buffer zone between the race course and a twenty-foot (20') wide traffic lane. Applicant must create the isolation/buffer zone as wide as possible. The width requirement my be adjusted if there are conflicts in the emergency response route.
- 14. Applicant understand that access of emergency vehicles will be unrestricted, even if this involves the

immediate termination of the race.

- 15. Applicant must include, in the pre-race briefing, a description of the fire response route and prepare racers for the possibility of a fire engine with lights and sirens adjacent to the race course.
- 16. Applicant must provide all necessary traffic control materials, including orange cones, traffic barriers and suitable signage.
- 17. Due to the fact that the Alameda Police Department will provide NO traffic control, applicant must provide Course Marshals to monitor the safety of participants and other users of the City streets.
- 18. Course Marshals must be stationed in conspicuous locations throughout the route and/or post signs or traffic cones along entire length of race course to direct participants throughout the race course.
- 19. Course Marshals shall control access of motor vehicles, including public transit buses/shuttles to the race course pursuant to Caltrans traffic control standards and restrict access to relevant intersections during the time of the race. Vehicles might be briefly delayed or detoured around the race course. The Course Marshals responsible for monitory the blocked intersections should be prepared to direct motorists to the most efficient route around the blocked intersection. The Alameda Police Department will provide no traffic control.
- 20. Applicant will not detour any public transit services from their fixed routes, which may pass through the race course, or delay public transit services for a significant length of time as to force the transit services behind schedule.
- 21. Barricades are required at each intersection and must be monitored continuously.
- 22. Barricades must be moveable by one or two persons.
- 23. Applicant must comply with Noise Ordinance regulations (see attached noise regulations).
- 24. Temporary wiring shall comply with Article 305 of the 1996 National Electric Code.
- 25. Applicant is responsible for the clean-up of all litter associated with this event and should make certain that a sufficient number of garbage receptacles is available.

~ PLEASE NOTE ~

FULL COMPLIANCE OF THESE COMPETITIVE EVENT PERMIT APPLICATION SPECIAL CONDITIONS IS <u>REQUIRED</u> FOR FUTURE PERMIT APPLICATION APPROVAL.

> I HAVE READ AND UNDERSTAND THE ABOVE-LISTED SPECIAL CONDITIONS FOR COMPETITIVE EVENTS IN THE CITY OF ALAMEDA.

Date	Signature	
	Print Name	

CITY OF ALAMEDA ACCIDENT WAIVER AND RELEASE OF LIABILITY

Please accept my entry in			
Race/Cat			
Participant			
Address			
City/State/ZIP			
Phone ()			
Whom To Notify in Case of Emergency	Phone ()		
Relationsnip	Pnone ()		
READ AND SIGN BELOW I acknowledge that this athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death,			
serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to athletics, but are also present for volunteers. I AGREE that prior to participating in an event, I will inspect the race course facilities, equipment and areas to be used and if I believe they are unsafe, I will immediately advise the person supervising the event activity, facility or area. I hereby assume all of the risks of participating and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.			
I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person.			
I acknowledge that this Accident Waiver and Release Liability (AWRL) form will be used by the event holders, sponsors, and organizers in events in which I may participate and that it will govern my actions and responsibilities at said events.			
In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrator heirs, next of kin, successors and assign as follows: (A) Waive, Release and Discharge from any and all liability for my death, personal injury property damage, property theft or actions of any kind which may hereafter accrue to me or my traveling to and from this event, the sponsoring organization, its officers and members, and THE FOLLOWING ENTITIES OR PERSONS			
(Sponsoring Organization), City of Alameda, its City Council, Boards and Commissions, Officers, Employees and Volunteers, City Hall, Alameda CA 94501 their directors, officers, employees volunteers, representatives and agents, the event holders, event sponsors, event directors, event volunteers, and event officials (collectively Releases); (B) Indemnify and Hold Harmless the entities for myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively Successors) I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS AND PROMISE TO			
INDEMINIFY AND NOT TO SUE the releasees and the sponsors of this event, the orgowners, law enforcement agencies, all public entities, special districts and properties, a through or by which the events will be held, (the foregoing are also collectively deeme CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEE'S OWN NEGLIC to me and from any and all damages which may be sustained by me directly or indirectly in or association with the event or travel to or return from the event.	ganizer and any promoting organizations, property and the respective agents, officials, and employees at to be releassees) FROM ANY and all rights and GENCE which I have or which may hereafter accrue		
I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness during this event.			
This AWRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.			
▶I hereby certify that I have read this document and I understand its content.			
SIGNATURE OF PARTICIPANT	DATE		
PARENT OR GUARDIAN WAIVER FOR MINORS (Under 18 years of age): The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnity each and all of the parties to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian			

SIGNATURE OF PARENT OR LEGAL GUARDIAN_____DATE____

 ${\bf PRINTED\,NAME\,OF\,PARENT\,OR\,LEGAL\,GUARDIAN_}$

CITY OF ALAMEDA INSURANCE REQUIREMENTS

For all designated coverages, the City of Alameda requires a Certificate of Insurance signed by the party authorized by the insurance company to bind the company to the coverage shown, as well as an Additional Insured Endorsement to the Policy.

Sample Information:

1) Certificate of Insurance (sample attached)

Designated Insurance Requirements:

-General Liability: \$2,000,000

-Company Rating: A.M. Best "A" or better

Provide the City of Alameda thirty (30) days in advance written notice of cancellation, nonrenewal or reduction in limits or coverage including the name of the contract or event.

Signed by the party authorized by the insurance company to bind the company to the coverage shown.

Other insurance coverage may be required based on the type of contract and scope of services.

2) Endorsement to the Policy (sample attached)

This endorsement **must**:

- -Name the "City of Alameda, its Council, Officers, Employees, Volunteers, Board and Commissions" as additional insureds; and
- -Include the policy number and type of coverage. **Please note: A statement included on the Certificate that the City is an additional insured, is NOT sufficient.**
- 3) Forward the Certificate of Insurance and the Endorsement to the Policy to the Department Representative with whom you are conducting business.

Please ask you insurance broker or agent to provide both document to the City of Alameda ten (10) days prior to the event taking place since several department must sign off on the entire request package before your participation in the event.